



INVITATION TO BID

The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB)

Auto Crane EHC-4 20FT Boom (Model EHC-4 404241005)

Sealed Bids for furnishing an **Auto Crane EHC-4 20FT Boom (Model EHC-4 404241005)** according to the Bid Specifications and Contract Documents will be received by The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB), **until 10:00 a.m. local time, on Monday, July 15, 2019**, at which time they will be publicly opened and read. No Bids will be accepted or opened after the date and time set forth herein.

The Bid Specifications and Contract Documents are open for public review and copies may be obtained at the AWWSB Main Office, 931 Noble Street, Suite 200, Anniston, AL 36201. The Specifications and Contract Documents are also available for review and download from the AWWSB website at www.awwsb.org. Please note that Bid Specifications and Documents will NOT be mailed to prospective bidders.

Answers to questions, clarifications, corrections, and additions to the Bid Specifications will be issued in the form of Addenda to the Specifications. Such Addenda will not be distributed by delivery or mail but, rather, shall only be posted on the AWWSB website and AWWSB Bulletin Board. It shall be the responsibility of the bidder to frequently visit the AWWSB website to view or download such Addenda, if any are issued.

This Invitation to Bid, the Bid Specifications, and the Bid/Proposal form(s) will comprise the total bid invitation package and should be read carefully. Bidders should submit all information requested on the Bid/Proposal forms provided with additional information attached as directed. Each proposal must be signed. If the bid is not submitted as requested, it may be grounds for disqualification of the bid and/or bidder.

In the event a bid is received from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone established and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, AWWSB may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price. AWWSB reserves the right to reject any or all Bids, to waive any informality in any Bid, and to accept any Bid considered as being the most beneficial to AWWSB.

In compliance with the BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN ACT, the successful bidder will be required to submit proof of Immigration Compliance as the law applies. The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

The Water Works and Sewer Board of the City of Anniston, Alabama (AWWSB)

Auto Crane Boom Bid

GENERAL TERMS AND CONDITIONS

1. All bid openings and any scheduled pre-bid conferences will be held in the AWWSB Board Room located on the Second Floor, Suite 200, 931 Noble Street, Anniston, Alabama. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
2. Each bid must be submitted in a separate sealed envelope and received by AWWSB at the address stated above. All bidders must use our bid form(s). Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be posted to the AWWSB website (www.awwsb.org).
3. Copies of the Bid Request are available on the AWWSB website (www.awwsb.org) under opportunities.
4. AWWSB will not give verbal answers to inquiries regarding information in this bid, or verbal instruction prior to the submission deadline. All questions shall be submitted in writing to Jarrod Simmons, Finance Director at jsimmons@awwsb.org. Failure to request clarification of any inadequacy, omission or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure they receive responses to questions if they are issued.
5. AWWSB provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
6. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of structure, equipment, supply, and/or service AWWSB is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
7. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by AWWSB. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by AWWSB administration. Vendor shall incur all cost involved in obtaining an independent analysis if AWWSB deems it necessary to determine the suitability of items as being approved equal.
8. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
9. All bids shall be typewritten or printed in ink on the form(s) provided by AWWSB. Bids prepared in pencil, facsimiles, or electronically submitted proposals will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Original signatures in ink are required. Facsimile or rubber-stamped signatures will not be accepted. Any bid submitted without being signed will automatically be rejected.
10. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
11. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. AWWSB will assume no transportation or handling charges other than specified in this bid. AWWSB is exempted from sales and use tax by Section 11-50-322, Alabama Code (1975).
12. Prices quoted to the AWWSB shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.

13. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
14. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
15. AWWSB reserves the right to request a demonstration of any and all items bid before making the award.
16. AWWSB reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and / or take such other steps deemed necessary and in the best interest of the AWWSB. Issuance of this Request for Proposal does not bind AWWSB to award a contract, nor does the AWWSB in any way assume liability for expenses incurred in the preparation of any bids.
17. All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored. A local preference for a vendor located within the city limits of the City of Anniston or within the service area of AWWSB may be allowed in the percentage amount provided by the Code of Alabama (1975).
18. Unless Special Terms and Conditions of the bid specify otherwise, AWWSB reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of AWWSB.
19. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the AWWSB harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
20. All items bid will be inspected by a representative of AWWSB upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
21. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by AWWSB.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders
 - e. Unauthorized alteration of the bid form.
22. AWWSB assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
23. AWWSB reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for AWWSB to terminate the award immediately, and to relieve the AWWSB of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, AWWSB reserves the right to obtain the particular item from other vendors.
24. AWWSB is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
25. In accordance with the Alabama Competitive Bid Law, as amended, the AWWSB may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
 - a. Prices quoted shall be effective for one (1) year beginning from the date of the award, unless otherwise stipulated, with the option to renew for two (2) additional one (1) year periods. Renewals will require mutual agreement with both AWWSB and the awarding vendor with the bid price remaining the same.

- b. Contracts may provide for automatic renewal unless positive action is taken by the AWWSB to terminate such contract and the nature of such actions shall be determined by AWWSB and specified in the contract.
26. AWWSB will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to AWWSB by the deadline stated in the bid request.
27. The vendor/bidder/contractor agrees to comply fully with the Americans with Disabilities Act and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Bidders must comply with the President's Nos. 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Bidders must also comply with Title IV of the Civil Rights Act of 1964 and the Davis-Bacon Act, when it is applicable. Each vendor/bidder/contractor will indemnify and hold harmless AWWSB from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of either of the above-mentioned Acts.
28. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
29. City Ordinances mandate that anyone who transacts business within the city limits of Anniston by one or all of the following situations is subject to obtain a City of Anniston business license:
- a. A physical location within the City.
 - b. A representative of your company calls on customers or solicits business within the City.
 - c. Merchandise is delivered into the City on / in a vehicle other than by common carrier.

BY SUBMISSION OF MY PROPOSAL, I CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

**THE WATER WORKS AND SEWER BOARD OF THE CITY OF ANNISTON, ALABAMA
BID SPECIFICATIONS**

AUTO CRANE EHC 4 20FT BOOM (Model # EHC-4 404241005)

Equipment Specifications

Auto Crane EHC 4 20FT Boom (Model # EHC-4 404241005)

- Hydraulic boom extension to 16', manual extension to 20'
- Variable speed (proportional) controls – Nexstar III controls

This item will be replacing an older Auto Crane model 4004 EH. Bid price should include all transportation/shipping charges to:

AWWSB Choccolocco Waste Water Treatment Plant
35 Friendship Road
Oxford, AL 36203

AWWSB staff will provide installation.

MANDATORY BID FORM

| Auto Crane EHC 4 20FT Boom (Model # EHC-4 404241005) | |
|---|----|
| Auto Crane EHC 4 20FT Boom (Model # EHC-4 404241005) | \$ |
| Shipping/Transportation Charges | \$ |
| Total Bid | \$ |

I hereby certify that I have read and understand the specifications and affirm that the bid is in compliance with the specifications. As owner or authorized representative of the below company, I hereby certify that I understand and accept the provisions of the specifications issued by AWWSB.

Company Name

Owner/Authorized Representative Signature

Federal Tax ID Number

Name of Signer Typed or Printed

Date

Address

Phone Number

City, State, Zip

Email Contact